



Office of the City Engineer

April 21, 2020

Board of Public Works and Safety  
City of Lafayette  
20 N 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you the Contract with Butler, Fairman, and Seufert for the S 9<sup>th</sup> Street Reconstruction from Brick N Wood Drive to Veterans Memorial Parkway Project. This Project will add capacity, improve the pavement conditions, and add pedestrian connectivity in this part of the City. Major components of this Project include:

- Widen S 9<sup>th</sup> Street from 2 lanes to 3 lanes, improving traffic flow.
- Addition of storm sewer and curb and gutter
- Addition of a multi-use trail for pedestrians and bicyclists
- Addition of pedestrian-scale lighting
- Intersection improvement at the intersection of S 9<sup>th</sup> Street

The contract amount for this project is \$726,580.00. This is a Federal Aid project, and thus it will be paid for with 80% Federal funds and 20% local funds.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeromy L. Grenard, PE, PTOE  
City Engineer / Public Works Director

## **LPA - CONSULTING CONTRACT**

This Contract ("this Contract") is made and entered into effective as of the date of the last signature affixed hereto ("Effective Date") by and between City of Lafayette, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Butler, Fairman & Seufert, Inc. ("the CONSULTANT"), [an individual residing in the State of Indiana] [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1900482

Project Description: South 9<sup>th</sup> Street from Brick N Wood Drive to Veterans Memorial Parkway

### **RECITALS**

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 15, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 726,580.00.

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

## **SECTION VI      GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and its sub-consultants, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection or audit by the LPA, State, FHWA, or authorized designees. Copies shall be furnished at no cost to the LPA if requested.

2. **Assignment; Successors**

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent. Additionally, the CONSULTANT shall provide prompt written notice to the LPA of any change in the CONSULTANT's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

3. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the CONSULTANT assigns to the LPA all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

4. **Audits.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the CONSULTANT to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the CONSULTANT is a "sub recipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), CONSULTANT shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

5. **Authority to Bind CONSULTANT.** The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approvals to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed, and accepted by the LPA.

6. **Certification for Federal-Aid Contracts Lobbying Activities.** The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.



2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier sub-consultants, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
7. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
8. **Compliance with Laws.**
  - A. The CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether the provisions of this Contract require formal modification.
  - B. The CONSULTANT and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the LPA as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CONSULTANT has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the CONSULTANT shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the CONSULTANT is not familiar with these ethical requirements, the CONSULTANT should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CONSULTANT or its agents violate any applicable ethical standards, the LPA may, in its sole discretion, terminate this Contract immediately upon notice to the CONSULTANT. In addition, the CONSULTANT may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
  - C. The CONSULTANT certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The CONSULTANT agrees that any payments currently due to the State of Indiana may be withheld from payments due to the CONSULTANT. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONSULTANT is current in its payments and has submitted proof of such payment to the State.
  - D. The CONSULTANT warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State and LPA of any such actions. During the term of such actions, the CONSULTANT agrees that the State and LPA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.



E. If a valid dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the State or its agencies, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State/LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The CONSULTANT warrants that the CONSULTANT and its sub-consultants, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA. The CONSULTANT, its employees and sub-consultants have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the LPA.

G. The CONSULTANT affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The CONSULTANT and any principals of the CONSULTANT certify that:
  - (A) the CONSULTANT, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
  - (B) the CONSULTANT will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The CONSULTANT and any principals of the CONSULTANT certify that an affiliate or principal of the CONSULTANT and any agent acting on behalf of the CONSULTANT or on behalf of an affiliate or principal of the CONSULTANT, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

9. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

**10. Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

**11. Debarment and Suspension.**

- A. The CONSULTANT certifies by entering into this Contract that neither it nor its principals nor any of its sub-consultants are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT.
- B. The CONSULTANT certifies that it has verified the state and federal suspension and debarment status for all sub-consultants receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred sub-consultants. The CONSULTANT shall immediately notify the LPA if any sub-consultant becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the sub-consultant for work to be performed under this Contract.

**12. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.



**13. Disadvantaged Business Enterprise Program.**

- A. Notice is hereby given to the CONSULTANT and any sub-consultant, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any sub-consultant:

The CONSULTANT, sub recipient or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE sub-consultant identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE sub-consultant has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE sub-consultant that the committed contract amounts have been paid and received.

**14. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT, and the CONSULTANT shall make no claim against the LPA for such costs.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

15. **Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONSULTANT will give written notice to the LPA within ten (10) days after receiving actual notice that the CONSULTANT, or an employee of the CONSULTANT in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the LPA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. **Employment Eligibility Verification.** As required by IC § 22-5-1.7, the CONSULTANT swears or affirms under the penalties of perjury that the CONSULTANT does not knowingly employ an unauthorized alien. The CONSULTANT further agrees that:

- A. The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.



- B. The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.
- C. The CONSULTANT shall require his/her/its sub-consultants, who perform work under this Contract, to certify to the CONSULTANT that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program.
- D. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

- 17. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- 18. **Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 19. **Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 20. **Indemnification.** The CONSULTANT agrees to indemnify, defend, and hold harmless the LPA, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the CONSULTANT and/or its sub-consultants, if any, in the performance of this Contract. The LPA will not provide indemnification to the CONSULTANT.
- 21. **Independent Contractor; Workers' Compensation Insurance.** The CONSULTANT is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or sub-consultants of the other party. The CONSULTANT shall provide all necessary unemployment and workers' compensation insurance for the CONSULTANT's employees, and shall provide the LPA with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.
- 22. **Liability.** If the CONSULTANT or any of its sub-consultants fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

23. **Licensing Standards.** The CONSULTANT, its employees and sub-consultants shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the CONSULTANT pursuant to this Contract. The LPA will not pay the CONSULTANT for any services performed when the CONSULTANT, its employees or sub-consultants are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the CONSULTANT shall notify the LPA immediately and the LPA, at its option, may immediately terminate this Contract.
24. **Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
25. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CONSULTANT covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The CONSULTANT certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the LPA and any applicant or employee of the CONSULTANT or any sub-consultant.

The LPA is a recipient of federal funds, and therefore, where applicable, the CONSULTANT and any sub-consultants shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

26. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Mr. Jeromy Grenard, PE  
Lafayette Engineer and Public Works Director  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901

Notices to the CONSULTANT shall be sent to:

Butler, Fairman & Seufert  
8450 Westfield Blvd, Suite 300  
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next



day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

27. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the LPA, (3) RFP document, (4) CONSULTANT's response to RFP document, and (5) attachments prepared by the CONSULTANT. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

28. **Ownership of Documents and Materials.**

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT hereby transfers and assigns any ownership claims to the LPA so that all Materials will be the property of the LPA. If ownership interest in the Materials cannot be assigned to the LPA, the CONSULTANT grants the LPA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the CONSULTANT, without the prior written consent of the LPA, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to the Materials developed for or supplied by the LPA and used to develop or assist in the services provided while the Materials are in the possession of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Materials and to CONSULTANT's work product during the term of this Contract.

29. **Payments.**

- A. All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.
- B. If the CONSULTANT is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b) (14), the CONSULTANT agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the LPA, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

30. **Penalties/Interest/Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the LPA's failure to make prompt payment shall be based solely on the amount of funding originating from the LPA and shall not be based on funding from federal or other sources.

31. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
32. **Renewal Option.** This Contract may be renewed under the same terms and conditions. The term of the renewed contract may not be longer than the term of the original Contract.
33. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
34. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Mr. Jeromy Grenard, PE  
Lafayette Engineer and Public Works Director  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901
35. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed sub-consultant Acknowledgement forms, from all sub-consultants providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any sub-consultant.
36. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
37. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
38. **Termination for Convenience.**
- A. This Contract may be terminated, in whole or in part, by the LPA, whenever, for any reason, the LPA determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CONSULTANT of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CONSULTANT shall be compensated for services properly rendered prior to the effective date of termination. The LPA will not be liable for services performed after the effective date of termination. The CONSULTANT shall be compensated for services herein provided but in no case shall total payment made to the CONSULTANT exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.



- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

**39. Termination for Default.**

- A. With the provision of thirty (30) days' notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if the CONSULTANT fails to:
1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the LPA determines progress is being made and the extension is agreed to by the parties;
  2. Deliver the supplies or perform the services within the time specified in this CONSULTANT or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The LPA may withhold from these amounts any sum the LPA determines to be necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. Default by the LPA. If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

- 40. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the LPA for availability of funds and for conformance with *Circular* guidelines.

41. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the services furnished under this Contract.
42. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature utilizing the highest professional and technical guidelines and standards.
43. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

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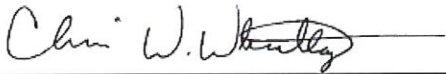


**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

**In Witness Whereof**, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT  
BUTLER, FAIRMAN and SEUFERT,  
INC.**



Signature  
Chris Wheatley  
Vice President

**LOCAL PUBLIC AGENCY  
CITY OF LAFAYETTE BOARD OF  
WORKS**

Signature  
Gary Henriott, President

Signature  
Cindy Murray, Member

Signature  
Norm Childress, Member

Signature  
Ron Shriner, Member

Signature  
Amy Moulton, Member

Attest:

Signature  
Mindy Miller, 1<sup>st</sup> Deputy Clerk

Date:

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### Project Description:

- A. Project Limits on South 9<sup>th</sup> Street are from Brick N Wood Drive to the north side of Veterans' Memorial Parkway.

Proposed improvements include:

1. Roadway reconstruction to provide two travel lanes of traffic (one in each direction, approximately 0.92 mile in length) with a center two-way left turn lane (no raised medians)
2. Intersection improvements at South 9<sup>th</sup> Street and Ortman Lane
3. Concrete curb and gutter
4. Concrete drive approaches
5. Multi-use trail throughout the length of South 9<sup>th</sup> Street from the Brick N Wood Drive intersection to Veterans' Memorial Parkway
6. Sidewalk on the opposite side of multi-use trail along South 9<sup>th</sup> Street from Brick N Wood Drive to Ortman Lane; constraints will be assessed to determine if segments of sidewalk are feasible south of Ortman Lane to Veterans' Memorial Parkway
7. PROWAG compliant curb ramps
8. Coordination with LPA and Amelia Earhart Elementary School
9. Storm sewer that will utilize existing outlet locations and storm sewer trunklines, where feasible and present in the northern section of the project
10. Pedestrian scale LED lighting
11. Pedestrian traffic signal heads, accessible push buttons and PROWAG compliant curb ramps at the intersection of South 9<sup>th</sup> Street and Veterans' Memorial Parkway

The CONSULTANT shall be responsible for performing the following activities:

### Services by the CONSULTANT:

#### B. SURVEY AND FIELD DATA COLLECTION:

1. Complete level circuit and Topographic Field Survey
2. Topographic information will be collected within the proposed project limits to facilitate an accurate design and as a minimum the survey will include location of grade breaks, roads, drives, sidewalks, tree lines, mailboxes, face of buildings, fire hydrants, visible evidence of wells, overhead & buried utilities as marked by IUPPS, and storm & sanitary structures with depth measurements.



3. The Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 and will be integrated with the United States Public Land System as based on the Indiana Geospatial Coordinate System (InGCS) for Tippecanoe County.
4. Benchmarks will be established, and descriptions provided for or adjacent to the proposed site at a minimum of four (4) locations. Datum will be NAVD 88.
5. Research will be conducted for current land owner deeds, plats, surveys, and previous project plans to determine current ownership, addresses, approximate property line locations, and apparent street right-of-ways within the project limits.
6. Underground utilities and features will be located based upon above ground markings provided by others. No independent investigation of subsurface features or environmental conditions will be performed.

C. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, INDOT Categorical Exclusion Manual.

The environmental document completed for this project will be coordinated, as required, with the Environmental Scoping Manager at the INDOT Crawfordsville District, the INDOT Office of Environmental Services, and the Federal Highway Administration.

The CONSULTANT shall provide the following services and environmental documentation:

1. Public Involvement:

a. If the project meets the minimum requirements for Public Involvement per the current *Indiana Department of Transportation (INDOT) Public Involvement Manual*, the CONSULTANT shall prepare and advertise a legal notice offering the public the opportunity to request a Public Hearing. If no requests are forthcoming prior to the established deadline date, the CONSULTANT shall obtain Public Involvement Certification from the Public Hearings Section at INDOT prior to receiving final environmental document approval.

b. If limited requests for a Public Hearing are received or it is determined by the CONSULTANT that the comments received could be adequately answered by meeting with those respondents, a Public Meeting will be organized and held to answer their specific questions. Minutes of the Public Meeting will be taken along with a list of attendees. All comments made in the Public Meeting will be answered and submitted to the INDOT Public Hearings Section for Public Involvement Certification prior to receiving final environmental document approval.

c. If a Public Hearing is required, or the LP A desires to hold a Public Hearing, the CONSULTANT shall prepare and advertise a legal notice, coordinate, and prepare a Public Hearing. After the Public Hearing is held, the CONSULTANT will prepare a transcript and comment/response sheets. Subsequent to the requirements of the Public Hearing, the CONSULTANT shall obtain Public Involvement Certification from the

INDOT Public Hearings Section prior to receiving final environmental document approval.

2. Red Flag Investigation.
3. USFWS Coordination via IPaC web application (for bats)
4. Early coordination with various required local, state and federal agencies.
5. Project corridor impact evaluation including:
  - a. Waters Report and wetland determination/delineation, if required
  - b. Ecological Evaluation Form
  - c. Threatened and endangered species review
  - d. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews.
  - e. Floodplain review
  - f. Farmland review and completion of the Farmland Conversion Impact Rating form (NRCS-CPA-106) for corridor type projects.
  - g. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews.
  - h. Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project in addition to identifying additional requirements beyond conformity (hot spot analyses and mobile source air toxics analyses) that may be applicable.
  - j. Community impacts, Indirect and Cumulative Impacts, Relocation Studies.
  - k. Determination of the Regulatory Permits required for the project.
6. Section 106 Consultation including, as appropriate,
  - a. Historic Property Report
  - b. Coordination with Consulting Parties
  - c. Archaeological Field Reconnaissance, Phase Ia (to be performed by N/S Services)
  - c. Preparation of 36 CFR 800.11(d) ("No Historic properties Effected") or 800.11 (e) ("No Adverse Effect") based upon results of the Historic Property Report and consultation with the State Historic Preservation Officer (SHPO), the Indiana Department of Transportation (INDOT) Cultural Resources Section (CRS) and other consulting parties.
7. Waterway Permits
  - a. IDEM 401 / USACE 404 Permits (Regional General Permit Notification Form)
  - b. IDNR Construction in a Floodway Permit (roadway approach work within the regulated floodway of Elliot Ditch)

Items not included in the above descriptions include the following:

1. Tree, wetland or stream mitigation plans.
3. Section 106 documentation, meetings or the advertising of legal notices for an "Adverse Effect" finding pursuant to 36 CFR 800.11(e), (f) or (g).



4. Preparation of a Memorandum of Agreement associated with 36 CFR 800.11 (e) for an "Adverse Effect".
5. Noise analysis.
6. Endangered species studies or reports.
7. Archaeological studies beyond a Phase Ia reconnaissance.
8. Completion of a Phase I or II Environmental Site Assessment to determine specific contamination.

These items will constitute a change of scope and will be paid for either under Additional Services or as a lump sum fee.

#### D. UTILITY COORDINATION & RAILROAD SERVICES

##### UTILITY COORDINATION

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Initiate contact with INDOT Railroad Oversight Agent to coordinate approval for no railroad involvement certification.
2. Finalize coordination with INDOT Railroad Oversight Agent with final plans and MOT for no railroad involvement certification.
3. Prepare, route for approval, and coordination completion of railroad coordination certification form.
4. Input information into the INDOT Utility Tracking Application (UTA) as needed throughout the utility coordination process to keep UTA updated, and coordinate with INDOT Oversight Agent staff as necessary.
5. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
6. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
7. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.
8. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
9. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
10. Prepare SUE plans for use by the provider and coordinate to ensure their efforts cover the SUE scope.
11. Supervise all SUE efforts to collect data on the exact location and elevation of the existing utilities chosen to be potholed with the LPA, utilities, and subcontractor.
12. Review providers SUE submittal information

13. Coordinate incorporation of necessary SUE information into project plans and specifications
14. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
15. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
16. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
17. Prepare, route and coordinate any agreements necessary for utility relocations.
18. Prepare utility coordination certification, utility special provision, utility relocation Gantt chart for final submittals.
19. Issue all approved work plan and notice to proceed letters to the utilities unless otherwise directed by the LPA or INDOT.

#### UTILITY COORDINATION CONSTRUCTION PHASE

The CONSULTANT shall perform utility coordination during relocations or construction phase which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Assist in coordination the completion of utility relocation dependency items by others (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
2. Follow-up with utilities throughout their relocation timelines to keep up-to-date on completion dates.
3. Attend the project pre-construction meeting.
4. Attend field meetings and or utility related conference calls.
5. Remain active throughout construction as needed for unforeseen conditions.

#### SUBSURFACE UTILITY INVESTIGATION AND QUALITY LEVEL B (QL-B) LOCATES (SUBCONSULTANT)

The CONSULTANT shall make or cause to be made a complete subsurface utility investigation including potholing and location services to identify the projects known conflict points and missing utility location information needed to complete the project and complete quality level B (QL-B) utility location survey including information identified through standard utility locate practices or ground penetrating radar (GPR) of buried utilities within the limits of the project.

#### E. UTILITY COORDINATION SURVEY ASSISTANCE

##### UTILITY RELOCATION STAKING

The CONSULTANT shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis for the hourly not to exceed amount established in Appendix D.

##### SUBSURFACE UTILITY ENGINEERING (SUE) SURVEY

The CONSULTANT shall also coordinate sending a survey crew back onsite to pick up exact locations and elevations of the potholed utilities, then add that information to the plans. This



work will be performed on an as needed basis for the hourly not to exceed amount established in Appendix D.

#### EXISTING UTILITY SURVEY

The CONSULTANT shall submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which would require additional site visits for survey collection.

#### E. DESIGN AND PLANS:

1. Project Limits are on South 9<sup>th</sup> Street from Brick N Wood Lane to Veterans Memorial Parkway.
2. The CONSULTANT shall prepare conceptual design plans, including three typical sections and layouts for three intersection scenarios at South 9<sup>th</sup> Street and Ortman Lane, to assist the LPA in determining preferred design elements and associated project impacts.  
Following the conceptual design phase, the CONSULTANT shall preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a Public Involvement, no further work shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY.
3. Preliminary Field Check Plans and Meeting: The CONSULTANT shall prepare necessary information and conduct a Preliminary Field Check.
4. The CONSULTANT shall prepare Preliminary and Final Storm water drainage design within the project limits of the project.
5. Final Right-of-Way Plan and Submittal: The CONSULTANT shall submit Final Right-of-Way plans to the LPA for review and approval.
6. Final Tracings Submittal and Review: Following receipt of the public hearing certification, the CONSULTANT shall complete the final contract plans (Final Tracings), special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL

PUBLIC AGENCY, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit Final Tracings Plans to the LPA and INDOT for review and approval.

7. Final Package Submittal: The CONSULTANT shall submit to INDOT all required documentation for the Final Package Submission.
8. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.
9. The CONSULTANT shall assist the LPA in obtaining permits and approvals for the Rule 5/ Erosion Control plans from the Indiana Department of Environmental Management.

Items not included in the above descriptions, but can be provided under a supplemental agreement, include the following:

1. Documentation and submittal for Level 1 Design Exceptions necessitating a Stage 1 submittal.
2. Stage 2 Submittal.
3. Railroad coordination
4. Utility relocation design

F. GEOTECHNICAL INVESTIGATION

The CONSULTANT shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. For bridge structures, the CONSULTANT shall make or cause to be made all the necessary borings and subsurface explorations and the analysis thereof in accordance with "General Instructions for Bridge Structure Investigations", dated 1 June 1984. Copies of both are on file with INDOT and the documents are incorporated herein by reference and is made a part hereof. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the foundation. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the INDOT, Division of Materials and Tests, Geotechnical section.

G. PAVEMENT DESIGN

The CONSULTANT shall make or cause to be made a pavement design in accordance with INDOT the latest INDOT requirements.

- H. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:



1. Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets prepared in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  2. Set of Special Provisions for the Specifications in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  3. Copy of the construction cost estimates in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  4. Copy all design computations, Indexed, Paged and Bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
- I. The CONSULTANT shall attend all such conferences with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.
- J. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LOCAL PUBLIC AGENCY. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.
- K. RIGHT OF WAY ENGINEERING
1. The CONSULTANT shall provide RIGHT-OF-WAY ENGINEERING for an estimated 19 fee parcels and 10 temporary parcels in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:
  2. Prepare any necessary single parcel Right-of-Way Exhibits, including, but not limited to, right-of-entry exhibits.
  3. Prepare Right-of-Way Engineering Plans.
  4. Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation (INDOT).
  5. Provide legal descriptions and land plats for each fee parcel prepared and certified by an Indiana Registered Surveyor and transfer documents.
  6. Provide legal descriptions for each temporary parcel prepared and certified by an Indiana Registered Surveyor and transfer documents.
  7. Provide updated T&E reports if necessary.
  8. Provide an Appraisal Problem Analysis (APA) for each parcel prepared by an appraiser as approved by INDOT.
  9. Complete a Location Control Route Survey Plat for the project limits
  10. Physical monumentation will be established as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12
  11. Parcel staking for land acquisition, once per parcel.

## **APPENDIX "B"**

### INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis
14. Geotechnical investigation, if applicable



**APPENDIX "C"****SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule (based on an assumed Letting date of 1/15/2025):

- |    |  |  |
|----|--|--|
| A. | Survey and Field Data Collection   | 110 days from Notice to Proceed        |
| B. | Environmental Services   |  |
|    | a. Draft Environmental Document approved by INDOT and available for release to the public within 360 days after Notice to Proceed. |  |
|    | b. Public Involvement requirements certified within 105 calendar days after approval of the Draft Environmental Document.          |  |
|    | c. Final Environmental Document approval within 45 days after receipt of Public Involvement certification.                         |  |
| C. | Field Check Held   | 380 days from Notice to Proceed        |
| D. | Right of Way Engineering   | 90 days from Field Check               |
| E. | Stage 3 Submission   | August 23, 2024 - 75 days prior to RFC |
| F. | Final Tracing Submission   | October 7, 2024 - 30 days prior to RFC |

**APPENDIX "D"****Compensation:****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee, not to exceed \$ 726,580.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this agreement on a lump sum basis in accordance with the following schedule:

a. Survey and Field Data Collection	\$ 38,700.00
b. Environmental Document	\$ 37,600.00
c. Public Involvement Process	
1. Public Information Meeting	\$ 6,800.00
2. Public Hearing and Transcript	\$ 14,200.00
d. Waters Permits	\$ 7,800.00
e. Utility Coordination	\$ 15,600.00
f. Utility Coordination Construction Phase	\$ 6,900.00
g. Design and Plans	\$ 369,400.00
<b>SUBTOTAL</b>	<b>\$ <u>497,000.00</u></b>

3. The CONSULTANT will be paid Unit Rates for the Right-of-Way Engineering services performed under this Agreement in accordance with the following schedule:

	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
Right-Of-Way Plans	1 EACH	\$ 9,800.00	\$ 9,800.00
T&E Reports	19 EACH	\$ 400.00	\$ 7,600.00
Fee Parcel Legals, Land Plats, & Transfer Documents	19 EACH	\$ 2,350.00	\$ 44,650.00
Temp Parcel Legals & Transfer Documents	10 EACH	\$ 1,890.00	\$ 18,900.00
T&E Updates	19 EACH	\$ 100.00	\$ 1,900.00
Parcel Staking	29 EACH	\$ 190.00	\$ 5,510.00
Appraisal Problem Analysis	29 EACH	\$ 250.00	\$ 7,250.00
Location Control Route Survey Plat	1 EACH	\$ 6,500.00	\$ 6,500.00
<b>SUBTOTAL</b>			<b>\$ <u>102,110.00</u></b>



4. The LOCAL PUBLIC AGENCY agrees to compensate the CONSULTANT for On-Call Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee. The CONSULTANT will be paid for the following work under additional services, or on a fixed fee basis, in accordance with the following schedule:

a. Utility Relocation Staking	\$ 3,100.00
b. SUE Survey	\$ 3,600.00
c. Existing Utility Survey	\$ 2,000.00
d. Construction Observation	\$ 15,000.00
<b>SUBTOTAL</b>	<b><u>\$ 23,700.00</u></b>

5. The CONSULTANT shall be reimbursed for direct project-related expenses. Subconsultant reimbursable expenses will be invoiced at cost with no mark-up. Estimated reimbursable expenses are:

a. Archaeological Investigation (NS Services)	\$ 3,650.00
b. Subsurface Utility Investigation & QL-B Locates	\$ 20,775.00
b. Geotechnical Investigation and Report (GeoSolutions, Inc.)	\$ 35,000.00
c. Pavement Design Services (Resource International, Inc.)	\$ 15,845.00
d. Erosion Control Design/ Rule 5 Permit (Resolution Group)	\$ 13,500.00
<b>SUBTOTAL</b>	<b><u>\$ 88,770.00</u></b>
<b>TOTAL</b>	<b><u>\$ 726,580.00</u></b>

6. The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

**B. Method of Payment:**

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.

2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section VI, 6 (changes in work), as set out in this Agreement.



**APPENDIX "D-1"**

**SCHEDULE OF COMPENSATION**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**2020 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 235.00
E-IV	Engineer IV	\$ 194.00
E-III	Engineer III	\$ 168.00
E-II	Engineer II	\$ 128.00
E-I	Engineer I	\$ 95.00
FP-IV	Field Personnel IV – (Project Coordinator)	\$ 180.00
FP-III	Field Personnel III	\$ 143.00
FP-II	Field Personnel II	\$ 112.00
FP-I	Field Personnel I	\$ 87.00
EA-III	Engineer's Assistant III	\$ 173.00
EA-II	Engineer's Assistant II	\$ 141.00
EA-I	Engineer's Assistant I	\$ 95.00
SP-1	Support Personnel I	\$ 66.00
C-II	Clerical II	\$ 115.00
C-I	Clerical I	\$ 75.00
P-III	Planner/Environmental Specialist III	\$ 140.00
P-II	Planner/Environmental Specialist II	\$ 100.00
P-I	Planner/Environmental Specialist I	\$ 85.00

The billing rates are effective January 2020 and may be adjusted annually (beginning January 2021) to reflect changes in the compensation payable to the **ENGINEER**.



Lafayette, IN

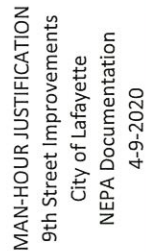
### Legend

Prop. Survey Boundary





[illegible]

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[illegible]

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MAN-HOUR JUSTIFICATION  
SOUTH 9TH STREET RECONSTRUCTION - DES 1900482  
BRICK N WOOD DRIVE TO VETERANS MEMORIAL PARKWAY  
UTILITY COORDINATION SERVICES

DESCRIPTION:	Hours	MAN-HOURS BY CLASSIFICATION										LABOR COSTS PER TASK
		E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-III	
UTILITY COORDINATION												
Administration												
Input initial information and keep UTA updated during project												
Coordination with INDOT Utility Staff during project												
Initial Notices and Utility Research												
Perform a 811 design ticket and contact utilities					2							\$256.00
Perform area research					1							\$128.00
Prepare, send, verify and receive initial notice letters					6							\$768.00
Compile received utility information for delivery to survey dept.					1							\$128.00
Verification Phase												
Prepare, send (w/plans), verify and receive verification letter					2							\$256.00
Review verification responses				1	6							\$936.00
Update topo with reviewed verification response information								1				\$141.00
Coordination additional field locates needed for missing utilities					2							
Field Check & Utility Coordination Meetings												
Set up and notify utilities of meeting					1							\$128.00
Attend Meetings and site visits with utilities					8							\$1,024.00
Coordinate potential design changes with utilities & PM					1							\$128.00
Conflict Analysis												
Prepare, send and verify receipt of conflict review letter					2							\$256.00
Review conflict responses with PM					6							\$768.00
Coordinate potential design changes with utilities					4							\$512.00
Constructability Review				1								\$168.00
SUE Coordination and Review												
Coordinate SUE locations with utilities					4							\$848.00
Onsite coordination for pothole and locating locations				2	6							\$768.00
Review SUE results and discuss with PM				2	6							\$1,104.00
Incorporate SUE information into project deliverables					4							\$512.00
Work Plan Request, Coordination, and Approval												
Send letter requesting work plan and verify receipt					2							\$256.00
Review work plans and coordinate updates					10							\$1,280.00
Review relocation drawings and coordinate for compatibility				2	8							\$1,360.00
CAD file preparation for send-out to utilities										2		\$282.00
Coordinate final utility coordination meeting												
Draft and send approved work plan notices					4							\$512.00
Tracings Documents, Notice to Proceeds, Agreements												
Prepare utility coordination certification					2							\$256.00
Prepare and update Utility Relocation Gantt Chart					2							\$256.00
Prepare utility special provision				1	4							\$880.00
Prepare and send out notice to proceeds					2							\$256.00
Prepare, Route, Coordinate Agreement approvals				4	4							\$1,184.00
Railroad Coordination (anticipating no involvement)												
Initiate contact with INDOT RFR Oversight Agent to discuss RFR non involvement					1							\$128.00
Finalize RFR non involvement with INDOT after plan and MOT review					1							\$128.00
Prepare, route for approval, and complete RR certification					2							\$256.00
												\$15,663.00
UTILITY COORDINATION DURING RELOCATIONS												
Prepare for and attend Pre-Construction meeting					6							\$768.00
Coordinate completion of dependency items (staking, clearing, etc.)					4							\$512.00
Follow-up with utilities during pre-const. and relocation process					16							\$2,048.00
Notify relevant parties when utility relocations are complete					2							\$256.00



USE: UTILITY COORDINATION



Expenses				
Staking Mileage	10 mi @	\$0.39 /mi	X 2	\$ 7.80
SUE Mileage	10 mi @	\$0.39 /mi	X 3	\$ 11.70
Survey Mileage	0 mi @	\$0.39 /mi	X 0	\$ -
<b>TOTAL COST</b>				<b>\$ 19.50</b>





TOTAL COST
USE: SUBSURFACE UTILITY INVESTIGATION (SUI)

BFS MAN-HOUR JUSTIFICATION  
ROADWAY DESIGN FEES  
DES NO 1900482 - S. 9th St, Brick N Wood to VMP, Lafayette

4/14/2020

DESCRIPTION	MAN-HOURS BY CLASSIFICATION						LABOR COSTS
	E-IV	E-III	E-II	E-I	EA-III	EA-II	PER TASK
<b>PROJECT MANAGEMENT</b>							
Project Setup	8	8					\$2,719.76
Project Supervision / Scheduling	40	80					\$19,900.40
Internal Kick off meeting	2	4	2			2	\$1,479.90
Site Visit	3	3	3				\$1,375.77
Kickoff Visit Notes and Photos Summary		2	4				\$789.56
Monthly Project Status Reports/ billings - 48 months		48					\$7,561.92
Progress Meetings	24	48					\$11,940.24
Environmental Services Coordination	1	16					\$2,703.07
Utility Coordinator Coordination	1	16					\$2,703.07
Geotech Sub Coordination	4	8					\$1,990.04
Pavement Designer Coordination	4	8					\$1,990.04
Right-of-Way Engineering Coordination	2	16					\$2,885.50
Right-of-Way Services Coordination	2	16					\$2,885.50
Railroad Coordinator Coordination							
Coord Meetings with Earhart Elementary - assume 3	3	6					\$1,492.53
<b>STAGE 1 SUBMISSION</b>							
Collect existing plans, traffic data, mapping, reports, etc.		2	4				\$789.56
Perform Traffic Data Collection - Miovision setup/ takedown		1		8			\$867.86
Process Traffic Counts		1		4			\$512.70
Prepare Topo for Plan and Profile Sheet						8	\$990.56
Prepare Original Cross Sections						24	\$2,971.68
Prepare conceptual typical sections - 3 each	2	4				6	\$1,737.94
Prepare conceptual intersection exhibits - 3 intersect types	2	24	8			40	\$10,047.58
Prepare conceptual trail/ sidewalk layout		4	8			24	\$4,550.80
Prepare Preliminary Title Sheet and Index Sheet		1	2			8	\$1,385.34
Prepare Preliminary Typical Cross Sections		4	2			16	\$2,848.52
Prepare Abbreviated Engineer's Assessment		2	4	16		4	\$2,705.48
Preliminary Layout for roundabout and approaches	2	16	32			16	\$8,662.46
Future crosswalk coordination							
Prepare roundabout checklist		2	8				\$1,264.04
Prepare Preliminary Construction Detail Sheets		8	2			24	\$4,469.24
Prepare Preliminary Plan and Profile		16	4			40	\$7,947.92
Establish vertical alignment		16	4			40	\$7,947.92
Establish horizontal alignment		4				8	\$1,620.72
Preliminary drainage design criteria and requirements	2	8	24			8	\$5,462.62
Prepare Preliminary Storm Sewer Design		24	80			24	\$16,242.24
Calculate detention requirements		16	40			4	\$7,760.72
Prepare Preliminary Cross Sections		2	8			40	\$6,216.84
Preliminary public road approaches and private drives		2	8			32	\$5,226.28
Determine Locations of any Retaining Walls Needed							
Level One Checklist & Design Computations		4	8			32	\$5,541.36
Identify any design exceptions		4	4				\$1,104.64
Preliminary Guardrail Design & Calculations							
Prepare preliminary cost estimate w/ major pay items		4	8	24		16	\$5,691.20
QC/QA Plans and Submittal Docs	2	8	8			8	\$3,564.70
Submit STAGE 1 in ERMS		1	4				\$632.02
<b>PRELIMINARY FIELD CHECK MEETING</b>							
Revise plans per STAGE 1 comments		2	8			8	\$2,254.60
Develop roadside ditch grades and elevations							
Establish preliminary construction limits		4				16	\$2,611.28
Identify proposed R/W		8	4			4	\$2,230.08
Establish roadside barrier and guardrail locations							
Preliminary Curb Ramp Design (35 ea)		8	16	140		16	\$17,569.96
Prepare details for roadway and shoulder layout at guardrail							
Prepare preliminary pavement marking and signage plans	2	2	8			32	\$5,591.14
Prepare preliminary traffic signal pedestrian plans		4	8			16	\$3,560.24
Lighting selection coordination w/ City & suppliers	1	8	2				\$1,679.99
Prepare preliminary lighting design and plans		16	50			24	\$11,423.32
Electrical Service Coordination		1	4				\$632.02
Prepare public and private approach details			2			16	\$2,218.36
Analyze queue lengths for turn lanes							
Intersection layout details with turn lanes and turning movements	2	8		16		16	\$5,026.94
Develop preliminary MOT scheme and phasing	8	4	2			32	\$6,289.08
Initiate unique special provisions		4	16				\$2,528.08
Preliminary pavement design request		4					\$630.16
Update construction estimate with added quantities		2	8	16		2	\$2,932.32
Coordinate Field Check and distribute plans		3	2				\$709.86
Attend Field Check	3	3	3				\$1,375.77
Prepare & distribute meeting minutes		2	1				\$433.70
<b>STAGE 2 SUBMISSION</b>							
Revise plans per PFC comments		2	4			4	\$1,284.84
Finalize drainage design		8	24			16	\$6,088.32
Finalize detention design		8	32			8	\$6,046.72
Develop permanent erosion protection features							



BFS MAN-HOUR JUSTIFICATION  
ROADWAY DESIGN FEES  
DES NO 1900482 - S. 9th St, Brick N Wood to VMP, Lafayette

4/14/2020

Prepare hydraulics report and computations		8	32				\$5,056.16
Submit hydraulics report and documents for approval		4	2				\$867.40
Finalize Curb Ramps and Sidewalks		8	16	24		8	\$6,279.76
Finalize title sheet and index sheet			1			2	\$366.26
Finalize plat sheets		1				8	\$1,148.10
Update Plan and Profile sheets		4	8			16	\$3,560.24
Prepare approach table		1	4			24	\$3,603.70
Prepare structure data table			4			32	\$4,436.72
Check plans for Design Criteria conformance		4	2				\$867.40
Prepare documentation for Design Exceptions							
Refine preliminary cost estimate	1	2	4	16		2	\$2,640.27
Level One checklists and design computations		2	1			4	\$928.98
QC/QA Plans and Submittal Docs	2	4	8				\$1,943.98
Submit STAGE 2 in ERMS		1	4				\$632.02
PUBLIC MEETING PLANS PREPARATION							
Revise plans per STAGE 2 comments		4				4	\$1,125.44
Prepare Plans for Public Viewing	1	4				16	\$2,793.71
Upload Public Meeting Plans to ERMS		1	4				\$632.02
Prepare Traffic Maintenance Plan Displays for Public	2	8				24	\$4,596.86
Prepare TMP							
Analyze Queues and Capacity Constraints for Closures		16	4	8			\$3,705.44
Attend Public Information Meeting & Public Hearing	4	4					\$1,359.88
FINAL FIELD CHECK MEETING							
Incorporate R/W Plan Comments		2				8	\$1,305.64
Prepare Final Field Check Plans		4	2			8	\$1,857.96
Finalize Permanent Erosion Control Details		2	4			8	\$1,780.12
Finalize Traffic Signal Plans		2	8			8	\$2,254.60
Finalize Lighting Plans		8	16			24	\$6,129.92
Finalize Traffic Maintenance and Phasing Plans	8	4	2			24	\$5,298.52
Develop Temporary Erosion and Sediment Control Plans							
Complete All Tables		2	4	8		8	\$2,490.44
Complete Earthwork Summary		2				16	\$2,296.20
Computations for Erosion and Sediment Control Features							
Coordinate Field Check and distribute plans		2	2				\$552.32
Attend Field Check	3	3	3				\$1,375.77
Prepare & distribute meeting minutes		2	1				\$433.70
STAGE 3 SUBMISSION							
Finalize Details and Tables		1	2			8	\$1,385.34
Finalize Cross section details			2			24	\$3,208.92
Calc final earthwork quantities		1	2			8	\$1,385.34
Finalize all quantities		4	8	24		16	\$5,691.20
Update construction estimate with added quantities	1	2	4	8			\$1,682.31
Ensure Geotech recommendations are incorporated		2					\$315.08
Complete Special Provisions and Pay Items		2	4	16			\$2,210.20
Coordinate with Area Engineer for CPD and Plan Review		4					\$630.16
Prepare and Submit Rule 5 Submission							
Finalize Project Commitments Report		4	2				\$867.40
Finalize Traffic Control Plan Checklist			1	4			\$473.78
QC/QA Plans and Submittal Docs	4	4	4			4	\$2,329.64
Submit STAGE 3 in ERMS		1	4				\$632.02
FINAL TRACINGS SUBMISSION							
Revise plans per STAGE 3 comments		2	4			8	\$1,780.12
Prepare Final Tracings Documents		8	12				\$2,683.76
CIB review		4					\$630.16
	146	706	658	332	0	946	
2020 Rates	\$62.29	\$53.28	\$40.02	\$28.51	\$55.43	\$43.41	
	\$9,094.34	\$37,615.68	\$26,333.16	\$9,465.32	\$0.00	\$41,065.86	
Total Direct Labor	\$123,574.36						
Overhead at 1.5936	\$196,928.10						
Total Direct Labor and Overhead	\$320,502.46						
Fixed Fee 15.00%	\$48,075.37						
Cost of Capitol 0.47%	\$580.80						
TOTAL LABOR COSTS	\$369,158.63						
DIRECT EXPENSE ITEMS							
Mileage \$0.38 per mile	\$273.60		60	Miles	12	Trips	
Mileage On-Site Travel \$0.38 per mile	\$0.00			Miles		Trips	
Lodging	\$0.00			Nights			
Per Diem	\$0.00			Nights			
TOTAL DIRECT EXPENSES	\$273.60						
TOTAL PROJECT COST	\$369,432.23						
USE	\$369,400.00						

MAN-HOURS BY CLASSIFICATION - RW Engineering Docs										LABOR COSTS	
DESCRIPTION	FP-IV	FP-IV Hrs Total	FP-III	FP-III Hrs Total	FP-II	FP-II Hrs Total	FP-I	FP-I Hrs Total	PER TASK	TASK TOTALS	
Land Plat & Descriptions w/transfer docs		0.0	14.0	266.0		0.0	4.0	76.0	\$ 2,350.00	\$ 44,650.00	
Land Plat & Descriptions, no calcs		0.0		0.0		0.0			\$ -	\$ -	
Temp Parcel (Descriptions, calcs, transfer docs)		0.0	12.0	228.0		0.0	2.0	20.0	\$ 1,890.00	\$ 18,900.00	
Exhibit & Description - NOT Land Plats		0.0		0.0		0.0			\$ -	\$ -	
Description ONLY - No other work		0.0		0.0		0.0			\$ -	\$ -	
Description ONLY - in conjunction w/Boundary, etc		0.0		0.0		0.0			\$ -	\$ -	
ROE's (fee each)		0.0		0.0		0.0			\$ -	\$ -	
RW Plans		NA	6.0	NA	80.0	NA		NA	NA	\$ 9,818.00	
LCRSP		NA	8.0	NA		NA	60.0	NA	NA	\$ 6,364.00	
L-10's		-		-		-		-			
R/W Staking					1.0	29.0	1.0	29.0	\$ 199.00	\$ 3,610.00	
TOTAL HOURS		0.0		494.0		29.0					
Rate					See Above						
Direct Labor Rate	\$41.12	\$39.33		\$29.32		\$23.60					
Direct Labor	\$0.00	\$0.00		\$0.00		\$0.00					
Total Direct Labor	\$0.00										
Overhead at 1.4316	\$0.00										
Old = 1.5978											
Total Direct Labor and Overhead	\$0.00										
Fixed Fee	\$0.00										
TOTAL LABOR COSTS	\$0.00									\$ 83,342.00	
PROJECT INFORMATION					DIRECT EXPENSE						
Project: 9th St., Lafayette						ITEM	Number	DISTANCE	RATE	AMOUNT	
County: Tippecanoe						APA's	29.0		\$ 250.00	\$ 7,250.00	
Des. No.:						T&E Reports	19.0		\$ 400.00	\$ 7,600.00	
Fee Parcels:	19					T&E Updates	19		\$ 100.00	\$ 1,900.00	
Temporary Parcels:	10										
	0									\$ -	
	0									\$ -	
	0										
	0										
	0										
	0									\$ 16,750.00	
Parcel Staking - Small	29					TOTAL DIRECT EXPENSE				\$ 83,460.00	
Parcel Staking - Large	0					TOTAL LABOR COST				\$ 100,210.00	
						TOTAL FEE					
						USE				\$ 100,210.00	



# NS Services

## Environmental & Infrastructure

[www.nsenvservices.com](http://www.nsenvservices.com)

4974 S Cobblestone Drive  
Zionsville, Indiana 46077  
Ph: (317) 753-4758  
Fax: (317) 769-4718

April 13, 2020

Ryan Scott  
Butler, Fairman & Seufert, Inc.  
8450 Westfield Blvd., Suite 300  
Indianapolis, Indiana 46240-8302

Re: Improvements to 9<sup>th</sup> Street from Veterans Memorial Parkway to Brick N Wood Lane in Lafayette, Tippecanoe County, Indiana.

Dear Mr. Scott;

Thank you for the opportunity to submit a scope and fee for the archaeological work on the above referenced project. According to the information provided to me, this project calls for the construction of a two-way, left turn lane for the entire stretch of the road, a new roundabout at Ortman Lane (CR 300 South), sidewalks, and drainage upgrades via curb and gutter. A 70' wide corridor, centered on the current roadway centerline, will be examined for a total study area of approximately 8 acres.

For the purpose of this cost proposal it was assumed that about half of this area is located on relatively undisturbed, level ground with poor surface visibility (i.e. less than 30%), which will require us to excavate shovel probes to complete our survey of this portion of the project. Per state guidelines, these shovel probes will be placed in a grid pattern at 15 m (49.2 ft.) intervals and will be excavated to a diameter of 30 cm (11.8 in.) and a maximum depth of 50 cm (11.8 in.) below the ground surface. All soil removed from these probes will be examined for cultural material by screening it through ¼"-mesh hardware cloth. The remainder of the project area was assumed to be previously disturbed, which can be confirmed with a cursory visual inspection of the project area. In addition, based on the location and environmental setting of the project, it was also assumed that no archaeological sites would be found during these investigations which will allow us to utilize the Indiana Archaeology Short Report form to complete this project.

If the above information is accurate, we could complete an archaeological records check and Phase Ia field reconnaissance of the project area for \$3,650.00. This cost proposal is inclusive of all work and expense normally associated with a project of this nature and is valid for 30 days from the date of this letter, unless an agreement is signed. Please be aware, however, that if any of the information is not accurate or if the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology (IDNR, DHPA), the Indiana Department of Transportation (INDOT), or any other regulatory agency increases either the amount or scope of work required to complete this project, a supplemental cost agreement may be required.

All work conducted for this project will be completed in accordance to and compliance with the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*

(48 FR 44716), the current *Guidebook for Indiana Historic Sites and Structures Inventory - Archaeological Sites* issued by the IDNR, DHPA, the INDOT *Cultural Resources Manual*, and any recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). All field work, laboratory analysis, and preparation of the final report and recommendations will be accomplished or directly supervised by a Principal Investigator meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code.

Upon receipt of a signed agreement, we will work with you to develop a timeline for completion of the fieldwork and submission of the report. We will initiate the mapping and archaeological records check portion of this proposal immediately upon the Notice to Proceed (signed agreement). We know that time is of the essence in this project and will strive to have a completed report to you as soon as possible to allow for the maximum amount of time for agency review.

Once again, thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project. If you have any questions or need any additional information, please feel free to contact me at [j.plunkett@nsenvservices.com](mailto:j.plunkett@nsenvservices.com).

Sincerely,



Jeffrey A. Plunkett  
Principal Investigator





**RESOURCE INTERNATIONAL, INC.**  
450 East 96<sup>th</sup> Street, Suite 500  
Indianapolis, Indiana 46240  
T: 317.536.5768

April 14, 2020

Mr. Chris Wheatley, P.E.  
Lafayette Road Department Manager  
Butler, Fairman & Seufert, Inc.  
11 South Third Street, Suite 200  
Lafayette, Indiana 47901

**Re: Fee Proposal - Pavement Analysis and Design  
S. 9<sup>th</sup> Street Reconstruction and Widening  
Brick N Wood Drive to Veterans Memorial Parkway  
Des. No. 1900482  
City of Lafayette, Indiana  
Rii Proposal No. 20-I024**

Mr. Wheatley,

Resource International, Inc. (Rii) is pleased to submit, for your review and consideration, this cost proposal to perform pavement analysis and design for the proposed reconstruction and widening along S. 9th Street from Brick N Wood Drive to Veterans Memorial Parkway (Des. No. 1900482), in the City of Lafayette, Indiana.

As described in our attached proposal Rii will provide a complete pavement analysis and design in accordance with Part 6 (Pavement Design) of the INDOT Design Manual (IDM). Rii offers these services for \$15,845.96 based on the established contract rates. Upon receipt of notice to proceed (NTP), Rii will commence with work as soon as practical and will meet the established schedule for completion provided in the contract documents.

We sincerely appreciate the opportunity to submit this proposal, and look forward to working with you on this project. If you have any questions regarding this proposal, please contact us.

Sincerely,

Brian R. Trenner, P.E.  
Project Manager

Cc: S. Johnson

Planning

Engineering

Construction  
Management

Technology

**ISO 9001:2015 QMS**

Committed to providing a high quality,  
accurate service to our clients in a timely manner

# **Resource International - Pavement Analysis and Design – Fee Proposal S. 9<sup>th</sup> Street Reconstruction and Widening – Brick N Wood Drive to Veterans Memorial Parkway – Des. No. 1900482 – City of Lafayette, Indiana**

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## **Introduction**

Resource International, Inc. (Rii) is providing the following fee proposal in response to the request for pavement analysis and design for the proposed reconstruction and widening along S. 9<sup>th</sup> Street from Brick N Wood Drive to Veterans Memorial Parkway (Des. No. 1900482), in the City of Lafayette, Indiana. The existing roadway consists of two (2) travel lanes, one (1) in each direction, with a southbound right turn lane at Amelia Earhart Elementary School. No shoulders are not present along the project alignment. Based on the information provided, it is understood that the existing pavement is to be reconstructed and widened to provide two travel lanes, one in each direction, and a two way center turn lane with curb and gutter. In addition, a new roundabout will be constructed at the intersection of S. 9<sup>th</sup> Street and Ortman Lane, and it is understood that the existing southbound right turn lane at Amelia Earhart Elementary School will be maintained. Additionally, it is proposed to construct a new multi-use trail and sidewalk between Veteran's Memorial Parkway and Twyckenham Boulevard.

Rii will provide a full pavement design report for this project in accordance with Part 6 (Pavement Design) of the IDM, including recommendations for the proposed pavement section along the reconstructed and widened S. 9<sup>th</sup> Street roadway and new multi-use trail.

## **Pavement Design and Recommendations**

At the time of this proposal, it is unknown whether the existing pavement section will be reused as part of the proposed pavement section or completely replaced. Therefore, Rii has provided hours to perform a site visit to conduct a patching survey and assess the current pavement condition. The patching survey will determine where partial depth and full depth patching will be needed for structural purposes. Distresses will be logged and recommendations provided for patching based on the observed distress types and severities in accordance with Chapter 603 of the IDM.

Rii will review all available information provided for the subject project, which is anticipated to include design plans, traffic data, geotechnical report and pavement core reports. Following review of the project plans, pavement and geotechnical data, Rii will perform iterative MEPDG design analyses to determine the proposed pavement section for the roadway reconstruction and widening, which will include evaluating up to four (4) alternate pavement sections for the project in accordance with Chapters 601, 602, 604 and 605 of the IDM. In addition, Rii will provide a proposed pavement section for the new multi-use trail.

Analysis of cost per lane per mile for the overlay will be performed for each alternative analyzed in accordance with Chapter 606 of the IDM.

Rii will provide a methodology for selection of the preferred pavement treatment along with a recommendation.



As part of the pavement selection, Rii will review possible construction and maintenance issues.

### **Final Pavement Design Report**

Based on the pavement designs evaluated Rii will provide a complete and comprehensive pavement design report that will include project intent and pavement history from initial construction through the last pavement treatment. The report will include an updated conditions assessment and a patching summary table. The recommended design will be presented with a table of design data.

A pavement design report will be prepared in accordance with the requirements outlined in Part 6 of the IDM. Rii will provide a memorandum report that incorporates the following elements per the Design Manual:

- Executive summary
- Project description
- Pavement history (if available)
- Current pavement condition assessment and patching details (if required)
- Pavement design and recommendations
- Cost Analysis on a per lane per mile basis
- Selection methodology
- Construction and maintenance issues
- Appendices with:
  - Patching summary (if required)
  - Typical section details
  - HMA binder selection
  - AASHTOWare Pavement ME Design trials
  - Cost analyses

### **Cost**

Rii offers this fee proposal for the above tasks for pavement assessment, analysis, and design services for \$15,845.96 based on the established contract rates.

### **Schedule**

Upon receipt of notice to proceed (NTP), Rii will commence with work as soon as practical and will meet the established schedule for completion provided in the contract documents.



**CLIENT:** City of Lafayette, Indiana

DESCRIPTION	STAFF HOURS BY CLASSIFICATION								TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Plan Sheets	Professional Engineer	Sr. Env. Sci/Engineer	Sr. Cadd Designer	Cadd Designer	Environmental Scientist	Project Admin			
<b>Task 1 - Management</b>										
Project Management/Coordination		4					4		8	\$950.45
<b>Task 2 - Erosion Control Design/Rule 5 Permit</b>										
Review Design Plans		2	2						4	\$534.78
Agency Coordination/Meetings		2	2						4	\$534.78
Erosion Control Design Calculations	8	4	16						20	\$2,315.64
Plan Development/Details	8		4		60	24	4		64	\$5,044.18
Rule 5 Permit			2						30	\$2,577.64
Quantities			4						4	\$415.36
QA/QC		4							4	\$654.21
<b>SUBTOTAL:</b>										
TOTAL - HOURS:		16	30	0	60	24	8	0	8	\$13,027.04
Loaded Hourly Rate		\$163.55	\$103.84	\$92.58	\$77.15	\$86.40	\$74.06		138	
COSTS PER CLASSIFICATION		\$2,616.83	\$3,115.20	\$0.00	\$4,628.82	\$2,073.71	\$592.49	\$0.00		\$13,027.04
<b>TOTAL HOURLY COSTS:</b>										
<b>\$13,027.04</b>										
<b>DIRECT EXPENSES</b>										
Mileage	2	Trips x					130	Mi./Trip x		\$137.80
Meals	0	Persons x					0	Days x		\$0.00
Lodging	0	Nights x					\$85.00	/ Night		\$0.00
Miscellaneous cost (permit fee, printing, etc)										
<b>DIRECT EXPENSE SUBTOTAL:</b>										
<b>\$437.80</b>										
<b>TOTAL COSTS:</b>										
<b>\$13,500.00</b>										





## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N725  
Indianapolis, Indiana 46204

PHONE: (317) 232-5095  
FAX: (317) 233-8862

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

September 04, 2019

Prequalification Section  
(317) 232-5095

John Brand  
Butler, Fairman and Seufert, Inc.  
8450 Westfield Blvd., Suite 300  
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification General/Technical Renewal Application submitted on 8/16/2019 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 09/04/2019. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2020. Your General/Technical approval will expire on 09/30/2021.

Your Firm's annual contracting capacity for the CPA Audit Level is \$28,665,408.00 for the fiscal period that ended on 9/30/2018. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Jose M. Murillo, P.E.  
Prequalification Engineer

cc: Prequalification File  
External Audit

[www.in.gov/dot/](http://www.in.gov/dot/)

An Equal Opportunity Employer

**Prequalified Work Type Certification**  
Issued By  
**Indiana Department of Transportation**

Date Printed: 09/04/2019

**Butler, Fairman and Seufert, Inc.**

**Valid Work Groups**

**Effective:** 09/04/2019

**Expires on:** 09/30/2021

Work Type Code	Work Type Description	Qualifying Person(s)
2.2	Traffic Forecasting	Wisecaver, Greg
3.1	Non-Complex Traffic Capacity and Operations Analysis	Sheets, Joanna Carly
3.2	Complex Traffic Capacity and Operations Analysis	Williard, Troy D
4.1	Traffic Safety Analysis	Sheets, Joanna Carly
5.1	Environmental Document Preparation - EA/EIS	Scott, Ryan L
5.2	Environmental Document Preparation - CE	Scott, Ryan L
5.3	Environmental Document Preparation - Section 4(f)	Scott, Ryan L
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.8	Noise Analysis and Abatement Design	Scott, Ryan L
5.10	Historical/Architectural Investigations	Biggio, Elizabet
5.13	ESA Screening and Phase I ESA	Scott, Ryan L
6.1	Topographic Survey Data Collection	Gosewehr, Eugene K Neal, Mark W
8.1	Non-Complex Roadway Design	Wheatley, Christopher W

[www.in.gov/dot/](http://www.in.gov/dot/)

**An Equal Opportunity Employer**

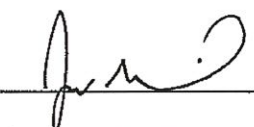


Work Type Code	Work Type Description	Qualifying Person(s)
8.2	Complex Roadway Design	Isaacs, Daniel J Wheatley, Christopher W
8.3	Roundabout Design	Sheets, Joanna Carly
9.1	Level 1 Bridge Design	Matel, Michael Wright, Bryan W
9.2	Level 2 Bridge Design	Matel, Michael Wright, Bryan W
10.1	Traffic Signal Design	Williard, Troy D
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Isaacs, Daniel J
11.1	Right of Way Plan Development	Friend, Brent A Nick, Randall A
12.1	Project Management for Acquisition Services	Deahl, James A
12.2	Title Research	Friend, Brent A
12.3	Value Analysis	Alexander, Craig E
12.4	Appraisal	Alexander, Craig E
12.5	Appraisal Review	Alexander, Craig E
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L



Work Type Code	Work Type Description	Qualifying Person(s)
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D
14.4	Small Structure and Miscellaneous Structure Inspections	Olson, Jonathan D Scott, Michael D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
16.1	Utility Coordination	Hintz, Kevin A
17.1	Drainage Design for Driveway Permits	Sheets, Joanna Carly
17.2	Small Structure and Pipe Design	Langille, Andrea M
17.3	Storm Sewer and Detention Design	Sheets, Joanna Carly
17.4	Bridge Hydraulic Design	Shergalis, Katlyn Wright, Bryan W

cc: Prequalification File

  
 Jose M. Murillo, P.E.  
 Prequalification Engineer





## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N749  
Indianapolis, Indiana 46204

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

March 27, 2020

Mr. Bradley Watson, Executive Vice President  
Butler, Fairman & Seufert, Inc.  
8450 Westfield Blvd  
Suite 300  
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit and supporting workpapers for the Indirect Cost Rate and the related Audit Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Corporate: 159.36%  
Facilities Capital Cost of Money (FCCM): 0.47%

Yours truly,

*Natalya Clark*

Natalya Clark,  
Manager of External Audit

# Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

GeoSolutions, Inc.

as a certified DBE in the State of Indiana.

Date Issued: 07/07/2017

No Change Affidavit Due: 07/31/2020

*Elizabeth Kiefner Crawford*

Elizabeth Kiefner Crawford, Director  
Economic Opportunity Division

*Derrick Casson*

Derrick Casson, Certification Manager  
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at  
<http://www.in.gov/2674.htm> for the most current information regarding this certification)





# Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

**Resolution Group, Inc.**

as a certified DBE in the State of Indiana.

Date Issued: 10/29/2012

No Change Affidavit Due: 10/31/2020

*Elizabeth Kiefner Crawford*

Elizabeth Kiefner Crawford, Director  
Economic Opportunity Division

*Derrick Casson*

Derrick Casson, Certification Manager  
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at  
<http://www.in.gov/2674.htm> for the most current information regarding this certification)



# Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Rita Ann Gabriel & Associates, Inc.

as a certified DBE in the State of Indiana.

Date Issued: 10/20/2015

No Change Affidavit Due: 10/31/2020

*Elizabeth Kiefner Crawford*

Elizabeth Kiefner Crawford, Director  
Economic Opportunity Division

*Derrick Casson*

Derrick Casson, Certification Manager  
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at  
<http://www.in.gov/2674.htm> for the most current information regarding this certification)





# Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

**NS Services LLC**

as a certified DBE in the State of Indiana.

Date Issued: 04/17/2017

No Change Affidavit Due: 04/30/2020

*Elizabeth Kiefner Crawford*

Elizabeth Kiefner Crawford, Director  
Economic Opportunity Division

*Derrick Casson*

Derrick Casson, Certification Manager  
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at  
<http://www.in.gov/2674.htm> for the most current information regarding this certification)



# Indiana DBE Certification Program

In accordance with 49 CFR Part 26 as published in the code of federal regulations, the Indiana Department of Transportation acknowledges

Resource International, Inc.

as a certified DBE in the State of Indiana.

Date Issued: 02/13/2017

No Change Affidavit Due: 01/31/2021

*Elizabeth Kiefner Crawford*

Elizabeth Kiefner Crawford, Director  
Economic Opportunity Division

*Derrick Casson*

Derrick Casson, Certification Manager  
Economic Opportunity Division

(Reference the Indiana Department of Transportation's DBE Public Search at  
<http://www.in.gov/2674.htm> for the most current information regarding this certification)





Posting Date: February 24, 2020

## Request for Proposals Notification

**Title:** City of Lafayette, Indiana Widening of S 9<sup>th</sup> Street from Brick N Wood Drive to Veterans Memorial Parkway (Des # 1900482) in Crawfordsville District

**Response Due Date & Time:** March 23, 2020 at 3:30 PM

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

**Contact for Questions:** Jeromy Grenard, PE – City Engineer  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901  
765-807-1050  
jgrenard@lafayette.in.gov

### Submittal Requirements:

1. Letter of Interest – 6 Copies (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0%.

**Submit To:** Jeromy Grenard, PE – City Engineer  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901  
765-807-1050  
jgrenard@lafayette.in.gov

**Selection Procedures:**

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

- ☒ The weighted score totals with the highest score being the top ranked firm
- ☐ Rank totals with the lowest rank total being the top ranked firm

**Requirements for Letters of Interest (LOI)****A. General instructions for preparing and submitting a Letter of Interest (LOI).**

1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.
3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

**B. Letter of Interest Content****1. Identification, Qualifications and Key Staff**

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<http://www.in.gov/indot/2732.htm>).
- c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.
- d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.



## 2. Project Approach

- a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

### **Requirements for Affirmative Action Certification**

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

### **INDOT DBE Reciprocity Agreement with KYTC**

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR 26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

**INDOT:** <https://entapps.indot.in.gov/DBELocator/>

**KYTC:** <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

Information about the Indiana DBE Program is available at: <https://www.in.gov/indot/2674.htm>.

Information about the KYTC DBE Program is available at:  
<https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx>.

**Work item details:**

Local Public Agency: City of Lafayette

Project Location: S 9<sup>th</sup> Street from Brick N Wood Drive to Veterans Memorial Parkway

Project Description: Engineering design and construction inspection for the widening and urbanization of S 9<sup>th</sup> Street. Cross section to include two travel lanes, a two-way left turn lane, curb and gutter and storm sewer. Addition of a 10-ft multi-use path on the west side of the road and a 5-ft sidewalk on the east. New pedestrian-scale lighting, an intersection improvement at the intersection of S 9<sup>th</sup> Street and Ortman Lane, and street trees.

INDOT Des #: 1900482

Phases Included: PE, RW, CE

Estimated Construction Amount: \$5,300,000

Funding: 80% Federal / 20% Local Match

Term of Contract: Until Project Completion

DBE goal: 7%

Required Prequalification Categories:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 5.2 Environmental Document Preparation - CE | <input checked="" type="checkbox"/> 12.1 Project Management for Acquisition Services |
| <input checked="" type="checkbox"/> 6.1 Topographical Survey Data Collection    | <input checked="" type="checkbox"/> 12.2 Title Search                                |
| <input checked="" type="checkbox"/> 8.1 Non-Complex Roadway Design              | <input checked="" type="checkbox"/> 12.4 Appraisal                                   |
| <input type="checkbox"/> 9.1 Level 1 Bridge Design                              | <input checked="" type="checkbox"/> 12.5 Appraisal Review                            |
| <input checked="" type="checkbox"/> 11.1 Right of Way Plan Development          | <input checked="" type="checkbox"/> 13.1 Construction Inspection                     |
| <input type="checkbox"/> Additional Categories Listed Below:                    |  |
| 5.6, 5.9, 5.10, 7.1, 8.3, 10.1, 10.4, 18.1                                      |  |



## LPA Consultant Selection Rating Sheet

Sample:

<b>RFP Selection Rating for</b> _____				<b>Des. No.</b> _____	
(City, County, Town) or (Local Public Agency)					
<b>Services Description:</b> _____					
<b>Consultant Name:</b> _____					
<b>Evaluation Criteria to be Rated by Scorers</b>					
Category	Scoring Criteria	Scale	Score	Weight	Weighted Score
Past Performance	Performance evaluation score averages from historical performance data.				
	Quality score for similar work from performance database.			6	
	Schedule score from performance database.			3	
	Responsiveness score from performance database.			1	
Capacity of Team to do Work	Evaluation of the team's personnel and equipment to perform the project on time.				
	Availability of more than adequate capacity that results in added value.	1		20	
	Adequate capacity to meet the schedule.	0			
	Insufficient available capacity to meet the schedule.	-1			
Team's Demonstrated Qualifications	Technical Expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable.				
	Demonstrated outstanding expertise and resources identified for required services for value added benefit.	2		15	
	Demonstrated high level of expertise and resources identified for required services for value added benefit.	1			
	Expertise and resources at appropriate level.	0			
	Insufficient expertise and/or resources.	-3			
Project Manager	Predicted ability to manage the project, based on: experience in size, complexity, type, subs, documentation skills.				
	Demonstrated outstanding experience in similar type and complexity.	2		20	
	Demonstrated high level of experience in similar type and complexity.	1			
	Experience in similar type and complexity shown in resume.	0			
	Experience in different type or lower complexity.	-1			
Approach to Project	Project Understanding and Innovation that provides cost and/or time savings.				
	High level of understanding and viable innovative ideas proposed.	2		15	
	High level of understanding of the project.	1			
	Basic understanding of the project.	0			
	Lack of project understanding	-3			
				<b>Weighted Sub-Total:</b>	
It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.					
I certify that I do not have any conflicts of interest associated with this consultant as defined in 49CFR118.36.					
I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.					
Signature: _____		Print Name: _____			
Title: _____		Date: _____			
(Form Rev. 4-7-16)					

**Affirmative Action Certification (AAC) for Disadvantaged Business Enterprises (DBE)**

I hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana's DBE Program and the Kentucky Transportation Cabinet (KYTC) DBE Program to participate as part of this proposal. An Agreement between INDOT and KYTC established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR §26.81(e) and (f).

I acknowledge that this certification is to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE websites to confirm that the firms listed below are currently certified DBEs:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

I certify that I have contacted the certified DBE's listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated. I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT's Economic Opportunity Division.

**I. DBE Subconsultants to be applied toward DBE goal for the RFP item:**

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

**II. DBE Subconsultants to be utilized beyond the advertised DBE goal for the RFP item:**

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

Estimated Total Percentage Credited toward DBE Goal: \_\_\_\_\_

Estimated Percentage of Voluntary DBE Work Anticipated over DBE Goal: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* It is understood that these individual firm percentages are estimates only and that percentages paid may be greater or less as a result of negotiation of contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.